there is a complete disposition by will. *Bund* v. *Green*, 12 Ch. Div. 819; *Tabor* v. *McIntire*, 79 Ky. 505. This doctrine seeks to give effect to the testator's intention and yet to keep within the reason of the older view. As a matter of construction, the result of the orthodox view might often, but not always, be reached by the aid of the presumption in favor of heirs as in the principal case. *In re Plumly's Estate*, 261 Pa. 432, 104 Atl. 670; *Young* v. *Quimby*, 98 Me. 167, 56 Atl. 656. On principle, the intention of the testator should control, and negative words alone, even without positive disposition to others, should be sufficient to disinherit.

WILLS — CONSTRUCTION — WHETHER LIFE ESTATE OR ABSOLUTE INTEREST. — The testator by his will gave to his wife "all my property, both real and personal, to have hold and use for her own exclusive benefit so long as she shall live." The executor was the only other person named in the will. *Held*, that the widow took an absolute interest in the entire estate. *Gilham* v. *Walker*, 12 Queens. L. R. 9.

The absence of words of inheritance in a devise will not deprive the devisee of the fee in realty where it appears from the whole will that the testator intended to give an absolute interest. *Richardson* v. *Noyes*, 2 Mass. 56; *Defreese* v. *Lake*, 109 Mich. 415, 67 N. W. 505. In the principal case, however, the language would seem to point clearly to a life estate only. It is true that words similar in tenor to "have hold and use for her own exclusive benefit" have been construed to give the devisee power to alienate the fee. *McGuire* v. *Gallagher*, 99 Me. 334, 59 Atl. 445; *Newlin* v. *Phillips*, 60 Atl. 1068 (D. Ch.). But a life estate in real property, expressly created, will not — at least, if remaindermen are designated — be enhanced into a fee by reason of its being accompanied by an unlimited power of disposition. *Archer* v. *Palmer*, 112 Ark. 527, 167 S. W. 99; *Mansfield* v. *Shelton*, 67 Conn. 390, 35 Atl. 271. To distinguish these cases the fact may be seized upon that, in the principal case, no remaindermen are named; for such a designation is an indication of the intention of the testator that the first named beneficiary is to have a life estate only. *Hill* v. *Gianelli*, 221 Ill. 286, 77 N. E. 458. Nevertheless, the decision seems to be an extreme illustration of a mechanical application of rules of construction.

WILLS — HOLOGRAPHIC WILLS — REQUISITES — SUFFICIENCY OF DATE. — An illiterate man, ill in a hospital, wrote a letter on one sheet of paper, which, after corrections in spelling, was as follows: "4/ 12/ 17th. Maude Clarke, 351 Jones Street, Brookfield Apartments, Apartment 201. I leave her $2,000.00 more, cash money. Jack Olssen. My mind is clear. I leave her all. Jack Olssen." The lower court admitted this letter to probate as a holographic will, holding the dating to be sufficient, and admitting the testimony of the nurse that the entire letter was written at one time, and that it was delivered to the proponent for safe-keeping. *Held*, that there was no error. *In re Olssen's Estate*, 184 Pac. 22 (Cal.).

In a number of states a testamentary paper wholly in the handwriting of the testator is a valid will without attesting and subscribing witnesses. But the statutes controlling such holographic wills vary in some particulars. California, Louisiana, and Montana specifically require that such a will be dated. See 1915 CIV. CODE OF CAL., § 1277; 1912 REV. CIV. CODE OF LOUISIANA, Art. 1588; 1907 REV. CODE OF MONTANA, § 4727. To constitute a good date, the month, the day of the month, and the year must be given. *In re Anthony's Estate*, 21 Cal. App. 157, 131 Pac. 96; *Heffner* v. *Heffner*, 48 La. Ann. 1088, 20 So. 281. Place of execution is not part of the date. *Stead* v. *Curtis*, 191 Fed. 529. Usual abbreviations are valid. *In re Chevallier's Estate*, 159 Cal 161, 113 Pac. 130; *In re Lakemeyer's Estate*, 135 Cal. 28, 66 Pac. 961. But the omission